

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION 58
Series of 2012

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND THE CITY OF LAKEWOOD AUTHORIZING PAYMENT OF \$68,900 FOR THE USE OF LAKEWOOD POLICE DEPARTMENT CRIME LAB/CRIME SCENE SERVICES

WHEREAS, the Lakewood Police Department possesses both a forensic crime lab and personnel that provide services that enhance investigative capabilities on crime scenes; and

WHEREAS, the Wheat Ridge Police Department is desirous of utilizing these resources to more effectively manage its crime scene investigation; and

WHEREAS, one (1) additional Crime Scene Analyst hired by Lakewood will adequately staff the crime response team sufficient to service Wheat Ridge's needs; and

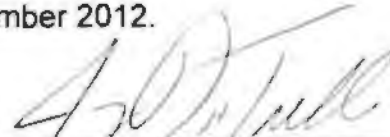
WHEREAS, the effect of the additional Crime Scene Analyst will be that Wheat Ridge will receive services equivalent to one (1) full-time employee; and

WHEREAS, the parties wish to establish a cooperative working relationship between them to provide for the use of the forensic crime lab and personnel hereafter described in this Agreement;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado, as follows:

This Agreement shall be in full force and effect on the date that both Parties have executed this Agreement (the "Effective Date"). This Agreement shall automatically renew for one (1) year terms on the anniversary of the Effective Date. A Party may terminate its participation in this Agreement with or without cause after ninety (90) days written notice to the other Party.

DONE AND RESOLVED this 10th day of December 2012.



Jerry DiTullio, Mayor

ATTEST:



Janelle Shaver, City Clerk



AGREEMENT

THIS AGREEMENT is made and entered as of the 1st day of January, 2013, by and between the CITY OF WHEAT RIDGE, COLORADO, a Colorado municipal corporation, (hereinafter referenced as "Wheat Ridge"), and the CITY OF LAKEWOOD, COLORADO, a Colorado municipal corporation, (hereinafter referenced as "Lakewood").

RECITALS

WHEREAS, Lakewood possess both a forensic crime lab and personnel that provide services that enhance investigative capabilities on crime scenes, and

WHEREAS, Wheat Ridge is desirous of utilizing these resources to more effectively manage its crime scene investigation; and

WHEREAS, one (1) additional Crime Scene Analyst hired by Lakewood will adequately staff the crime response team sufficient to service Wheat Ridge's needs; and

WHEREAS, the effect of the additional Crime Scene Analyst will be that Wheat Ridge will receive services equivalent to one (1) full-time employee; and

WHEREAS, the parties wish to establish a cooperative working relationship between them to provide for the use of the forensic crime lab and personnel hereafter described in this Agreement.

COVENANTS

NOW THEREFORE, in consideration of the recitals, covenants, and promises herein set forth and other good and valuable consideration herein received, the parties agree as follows:

1. **Definitions.** As used herein, the following terms have the meanings set forth:
 - a. **Ancillary scene/ancillary crime scene:** A scene that is not the primary scene of a call-out. Ancillary scenes include, but are not limited to: hospitals, vehicles and the Lakewood Police Department when used to create search warrants and process victims and/or suspects.
 - b. **Call-out:** A request made by either the Wheat Ridge or Lakewood Police Department for a Crime Scene Analyst, and any other personnel as may be deemed necessary, to visit a crime scene and to begin the investigation and analysis necessary to resolve that particular case.
 - c. **Court preparation:** Includes, but is not limited to: photo processing and preparation, diagram production, pre-trial meetings, consultation and other work done to prepare for any court proceedings resulting from a crime scene investigation.
 - d. **Crime Scene/Scene:** Either a primary or ancillary scene as defined in this section.
 - e. **Crime Scene Analyst:** A non-sworn member of the Lakewood Police Department specializing in crime scene investigation.

- f. Forensic crime lab/crime lab/lab. A lab specially designed to aid in the investigation and analysis of evidence found at a primary crime scene or any ancillary crime scene.
- g. Image analysis: Follow-up work done in the lab, which includes, but is not limited to: review of images and providing stills from surveillance tapes
- h. Latent print work: Follow-up work done in the lab, which includes: processing, evaluation and comparison of fingerprints, as well as entry of such fingerprints into Lakewood's A.F.I.S. (Automated Fingerprint Identification System), AFIX and I.A.F.I.S. (Integrated Automated Fingerprint System).
- i. Overtime: Time worked by any Crime Scene Analyst beyond the normal working hours as scheduled on a weekly basis.
- j. Primary scene/primary crime scene: The location where a crime is committed.

2. **Availability of crime scene investigation resources.**

Lakewood shall make its forensic crime lab and personnel available to Wheat Ridge under the terms set forth in this Agreement.

3. **Scope of services.**

Wheat Ridge may make a call-out request for a Crime Scene Analyst in the circumstances as set forth in **Exhibit 1** (the "Call-out Policy") herein attached. Lakewood shall provide the following services to Wheat Ridge in conjunction with each Wheat Ridge call-out:

- a. At least one (1) Crime Scene Analyst at the primary scene of the call-out;
- b. At least one (1) Crime Scene Analyst at any ancillary scenes;
- c. Chemical preparation for any required processing at a scene; and
- d. Follow-up preparation and evaluation of evidence in Lakewood's or Wheat Ridge's lab. Follow-up in the lab includes, but is not limited to:
 - i. Documentation of clothing and other items of evidentiary value;
 - ii. Bloodstain pattern analysis both at the scene and in the lab. Bloodstain pattern analysis includes presumptive testing for blood;
 - iii. Latent print work;
 - iv. Footwear and tire track processing and comparison;
 - v. Alternate light source examinations;
 - vi. Fracture match examinations;
 - vii. Image analysis;
 - viii. Image processing and the archival storage and reproduction of images which includes: time, material and storage expense;
 - ix. Report writing and diagramming, which includes laser mapping;
 - x. Gunshot residue collection;
 - xi. Court preparation; and
 - xii. Court testimony.

4. **Procedure.**

All evidence that is **not** needed for immediate forensic examination shall be booked into Wheat Ridge property and evidence. Wheat Ridge shall be responsible for any required viewings of evidence.

5. **Standard, access and quality of service.**

With regard to all services provided under this Agreement, when responding to a request from Wheat Ridge, Lakewood shall provide the same standard of service, quality of service and accessibility to Wheat Ridge, as it does for all of its own call-outs. At a minimum, at least one (1) Crime Scene Analyst will respond to all primary and ancillary crime scenes. Additional personnel may be called to the scene as necessary and as they become available. In light of the addition of a new full-time Crime Scene Analyst pursuant to Paragraph 7(a) hereof, it is the expectation of the parties that this staffing increase will permit a Crime Scene Analyst to respond to any Wheat Ridge and/or Lakewood call-out for evidence collection.

6. **Assignments.**

Assignments to each call-out shall be made by Lakewood. Wheat Ridge shall provide security for any Crime Scene Analyst who is at the scene of a Wheat Ridge incident.

7. **Compensation.**

In return for services provided and access to crime scene investigation resources, Wheat Ridge shall compensate Lakewood in the following manner:

a. **Salary, benefits and other associated costs.** Wheat Ridge shall pay the salary, benefits and other costs associated with Lakewood retaining one (1) full-time Crime Scene Analyst. During the first twelve (12) months of employment, salary for said employee shall not exceed \$61,610. Salary shall be payable in advance in quarterly installments of \$15,402.50. Changes in salary, benefits, overtime and other associated costs of this Agreement shall be made during each party's budget process, (typically completed in the months of May and June) but in no event shall such changes be communicated to the other party later than one (1) week prior to submission of the final budget to the party's respective City Managers' offices for approval

i. **Overtime.** Wheat Ridge shall pay all hourly overtime costs for Crime Scene Analysts on Wheat Ridge call-outs at the overtime rates paid by Lakewood for all overtime incurred by such Crime Scene Analysts. Within thirty (30) days of receipt of the invoice from Lakewood, Wheat Ridge shall pay all overtime costs incurred. The parties understand that this rate may change from time to time, upon 45 days advance written notice from Lakewood to Wheat Ridge.

b. Replenishment of supplies. The City of Wheat Ridge agrees to provide replenishment of supplies consumed in the course of an investigation. These supplies include, but are not limited to, fingerprint powder, tape and brushes, casting material and chemicals used in the development of latent impressions and latent blood detection.

c. Personnel support. The City of Wheat Ridge agrees to provide financial support for the analyst in the amount of \$1,600 per year. This funds the employee's training costs, pager, cell phone and clothing expenses. This fee will be billed quarterly in pro-rated amounts.

d. Scope. This Agreement shall not be read to include access to Lakewood's Computer Forensics Technician

8. **Staffing.**

The Lakewood forensic crime lab shall be staffed by Lakewood employees exclusively. Lakewood shall hire one (1) additional Crime Scene Analyst who will be a Lakewood employee for all purposes, including, but not limited to: discipline and supervision

9 **Records and retention.**

All physical records and evidence generated by the crime lab and its personnel shall remain in the possession of Lakewood for the limited purpose of forensic examination. Upon completion of such examination, such physical records and evidence shall be maintained by Wheat Ridge. Legal ownership of such records and evidence from any Wheat Ridge crime scene shall remain exclusively with Wheat Ridge. Wheat Ridge shall have all responsibility for responding to records inspection requests and any subpoenas for records with respect to Wheat Ridge crime scenes.

10. **Use of facilities.**

Lakewood shall have access to the Wheat Ridge facilities necessary to carry out this Agreement. Furthermore, Lakewood shall have access to the evidence facility owned by Wheat Ridge located at 11220 W. 45th Avenue, Wheat Ridge, Colorado 80033-2500.

11. **Compliance with Colorado Constitution Article X Section 20.**

The obligations of the parties hereunder are expressly subject to annual appropriation of amounts necessary in the sole and exclusive discretion of their respective governing bodies. Nothing in this Agreement constitutes or is intended to create a multi-year fiscal obligation or debt of either party within the meaning Article X, Section 20 of the Colorado Constitution.

12. **Effective Date.**

This Agreement shall take effect on the 1st day of January, 2013, or upon execution of this Agreement by both parties, whichever event occurs last

13. **Term.**

The term of this Agreement shall be twelve (12) months from the Effective Date.

14. **Termination.**

Either party may terminate this Agreement for any reason upon providing sixty (60) days notice to the non-terminating party; provided, however, that the non-terminating party is given at least thirty (30) days to effect a cure. Notice of termination must state the reason the party is terminating the Agreement such that the non-terminating party is given adequate information to cure. Any notice given under this section shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to Wheat Ridge:	7500 W. 29 th Ave. Wheat Ridge, CO 80033
With a copy (which shall not constitute notice) to:	Gerald E. Dahl Murray Dahl Kuechenmeister & Renaud LLP 2401 15 th Street, Ste. 200 Denver, Colorado 80202
If to Lakewood:	Lakewood Public Safety Ctr. 445 S. Allison Pkwy. Lakewood, CO 80226
With a copy (which shall not constitute notice) to:	Office of the City Attorney Lakewood Civic Center 480 S. Allison Pkwy. Lakewood, CO 80226

Notices personally delivered shall be effective upon delivery. Mailed notices shall be effective three (3) business days after mailing.

15. **Waiver.**

Failure to insist upon strict compliance with any of the terms, covenants and/or conditions hereof shall not be deemed a waiver of such terms, covenants and/or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

16. **Amendments to Agreement.**

No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both parties.

17. **Entire Agreement.**

This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the subject matter of this Agreement.

18. **Governing law; severability.**

The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, jurisdiction and venue shall be proper and exclusive in the Courts of the County of Jefferson, State of Colorado. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

19. **Paragraph headings.**

Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

20. Binding agreement.

This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WHEAT RIDGE:

ATTEST:



By: *Janelle Shaver*
Janelle Shaver, City Clerk

CITY OF WHEAT RIDGE, COLORADO, a Colorado municipal corporation

By: *Jerry DiTullio*
Jerry DiTullio, Mayor

Approved as to form:

By: *Gerald Dahl*
Gerald Dahl, City Attorney

LAKWOOD:

ATTEST:

CITY OF LAKEWOOD, COLORADO, a Colorado municipal corporation

By: _____
Margy Greer, City Clerk

By: _____
Kevin Paletta, Chief of Police

Approved as to form:

By: _____
Office of the City Attorney

Exhibit _1_ Call Out Policy

Call Out Policy

1. Homicides and attempted homicides
2. Questionable (suspicious) and accidental deaths
3. Suicides
4. Felony Sex Assaults
5. First & Second degree assaults on police or fire personnel
6. Assaults with potentially life threatening injuries to any person.
7. Fire investigations involving human death or potentially life threatening injuries; or at the request of fire investigators for technical assistance.
8. Felony child abuse.
9. First or Second degree kidnapping
10. Police involved shootings
11. Other types of incidents when the sensitivity of the investigation or a forensic complexity precludes the normal processing option, at the discretion of the supervisor.

Addendum: Current wages of employees (1/1/13):

Erin O'Neil	\$26.64/hr	\$39.96/hr OT
Sheri Shimamoto	\$28.34/hr	\$42.51/hr OT
Ken Pomeranz	\$32.71/hr	\$49.06/hr OT
Victoria Parker	\$33.64/hr	\$50.46/hr OT
Patnck Bohan (supv.)	\$46.23/hr	\$69.34/hr OT
Dawn Fink	\$30.71/hr	\$46.06/hr OT